

ORIGINAL



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BEFORE THE ARIZONA CORPORATION COM

MARC SPITZER
CHAIRMAN
WILLIAM A. MUNDELL
COMMISSIONER
JEFF HATCH-MILLER
COMMISSIONER
MIKE GLEASON
COMMISSIONER
KRISTIN K. MAYES
COMMISSIONER

AZ CORP COMMISSION
DOCUMENT CONTROL

2005 MAY 31 PM 4:19

RECEIVED

IN THE MATTER OF THE APPLICATION OF
ARIZONA AMERICAN WATER COMPANY, AN
ARIZONA CORPORATION, FOR AN EXTENSION
OF, AND DELETION FROM, ITS SERVICE AREA
UNDER ITS EXISTING CERTIFICATE OF
CONVENIENCE AND NECESSITY TO PROVIDE
WASTEWATER UTILITY SERVICES IN ITS
MOHAVE SEWER DISTRICT.

Docket No ~~WS~~-01303A-05-0315

Amendment to Application:

Line Extension Agreements

1 As promised in its April 29, 2005, Application in this docket, enclosed are the following
2 executed line extension agreements ("LXAs") between:

- 3 1. Arizona-American Water Company and the developer of the Everglades Estates
4 Development. This LXA relates to Parcel K, described in the Application, and is
5 referred to as Exhibit S to that Application.
- 6 2. Arizona-American Water Company and the developer of the Twin Palms
7 development. This LXA relates to Parcel L, described in the Application, and is
8 to as Exhibit T to that Application.

9 Arizona-American Water Company hereby amends its application to include these two
10 LXAs.

Arizona Corporation Commission
DOCKETED

MAY 31 2005

DOCKETED BY	<i>AK</i>
-------------	-----------

1 Respectfully submitted on May 31, 2005.

2 By Craig A. Marks
3 Craig A. Marks
4 19820 N. 7th Street
5 Suite 201
6 Phoenix, AZ 85024
7 Attorney for Arizona-American Water Company
8

9 **Original** and 13 copies
10 filed on May 31, 2005, with:

11
12 Docket Control
13 Arizona Corporation Commission
14 1200 West Washington
15 Phoenix, Arizona 85007
16

17 **Copies** of the foregoing
18 mailed on May 31, 2005, to:

19
20 Legal Division
21 Arizona Corporation Commission
22 1200 West Washington
23 Phoenix, Arizona 85007
24

25 Utilities Division
26 Arizona Corporation Commission
27 1200 West Washington
28 Phoenix, Arizona 85007
29

30 Lyn Farmer
31 Chief Hearing Officer
32 Arizona Corporation Commission
33 1200 West Washington
34 Phoenix, Arizona 85007
35

36 By: Karan L. Moore

**WASTEWATER FACILITIES
LINE EXTENSION AGREEMENT**

This Agreement is made this 31st day of May, 2005 by and between Arizona-American Water Company, an Arizona corporation (hereinafter referred to as "Utility"), with offices at 19820 North 7th Street, Phoenix Arizona 85024 and Everglades Estates LLP, (hereinafter referred to as "Developer") with offices at 15060 Ventura Blvd Suite #350, Sherman Oaks, CA, 91403

WITNESSETH

WHEREAS, Utility provides public utility wastewater service in portions of Mohave County, Arizona; and,

WHEREAS, Developer proposes to develop a single-family home subdivision totaling approximately 154 lots known as Everglades Estates, (hereinafter referred to as "Development"), as described in Exhibit "A" attached hereto and incorporated herein by reference; and,

WHEREAS, Developer has requested Utility to provide wastewater service in said Development; and,

WHEREAS, to meet the public utility wastewater service needs of the Development, certain Wastewater Collection Facilities, as described in Exhibit "B", attached hereto and incorporated by reference, must be constructed; and,

WHEREAS, Utility is willing to have Developer design and construct said Wastewater Collection Facilities, subject, however, to Utility's approval of such design and construction; and,

WHEREAS, Utility is willing to apply to the Arizona Corporation Commission (hereinafter referred to as "Commission") for an expansion of Utility's current Certificate of Convenience and Necessity to include said Development; and,

WHEREAS, Utility and Developer must obtain certain regulatory approvals before wastewater facilities can be constructed and wastewater service provided to the Development.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

Definitions

1. For the purpose of this Agreement, unless context requires otherwise, these terms shall be defined as

Initial KM

follows:

- (a) "Agreement" means this Agreement, including all exhibits, amendments and addenda.
- (b) "Developer" means Everglades Estates LLP, its successors and assigns.
- (c) "Utility" means Arizona-American Water Company, an Arizona corporation, its successors and assigns.
- (d) "Wastewater Collection Facilities" means wastewater-related facilities to be designed, constructed or installed by Developer for the purpose of providing wastewater service to individual lots, housing, and/or commercial units within the Development as set forth in Exhibit "B", attached hereto and incorporated herein by reference.
- (e) "Operational Acceptance" means Utility's written Operational Acceptance of the construction of the Wastewater Collection Facilities, subject to further inspection by Utility and correction of any outstanding punchlist items by Developer for the Wastewater Collection Facilities.
- (f) "Final Acceptance" means Utility's written Final Acceptance of the Wastewater Collection Facilities, to be issued after Operational Acceptance of such facilities and after Developer has provided all required submittals pursuant to Paragraph IV.8 of this Agreement and all fees as described in Paragraphs VI.1 and VI.2 of this Agreement.
- (g) "Master Plan" means the approved sewer master plan report submitted to Utility by Developer's Engineer, showing sizes and approximate locations of on-site and off-site Collection Facilities to be constructed to allow Utility to provide sewer service to the subdivision.

II. Authorizations

1. Utility shall on a timely basis take all reasonable steps necessary and utilize its reasonable best efforts to obtain and renew any authorizations to provide utility wastewater services to the Development which may be required by law or regulation. These authorizations include but are not limited to certificates of convenience and necessity, operating agreements, franchises, permits and similar authorizations obtained from regulatory agencies and other governmental agencies.
2. Developer shall obtain an Arizona Department of Environmental Quality (ADEQ) Certificate of Approval to Construct, all required zoning clearances, construction permits and similar authorizations from regulatory agencies and other governmental agencies for all facilities to be constructed by Developer hereunder.
3. Utility and Developer's obligations hereunder are contingent upon their ability to obtain any material and significant authorizations more fully described in Paragraphs 1 and 2 above. Utility will not be liable to Developer

or its contractors/subcontractors for damages if Developer begins or authorizes the start of construction of the Wastewater Collection Facilities before Developer and Utility have obtained the authorizations required hereunder.

4. Upon execution of this Agreement, Utility will, in a timely manner, submit an application to the Commission for an extension of its certificate of convenience and necessity ("CC&N") to include the area in which the Development is located. Developer agrees to provide Utility all information that may be required for the application. After the filing of the application, Utility will diligently pursue Commission approval of the application. Upon approval of the CC&N, Utility will provide wastewater service to the Development in accordance with the terms and conditions of this Agreement.

III. Master Plan

1. Developer has caused a Master Plan to be prepared for Development that shows the locations and sizing of all Collection Facilities required to provide public utility sewer service to the Development. Any amendments to the Master Plan must be approved in writing by Utility. Once the Master Plan and any amendments have been approved by the Utility, they will be incorporated herein and made a part of this agreement as if set out in full herein.

IV. Wastewater Collection Facilities

1. Developer shall design, construct and install, or cause to be designed, constructed or installed, all Wastewater Collection Facilities necessary to provide adequate wastewater service to the Development. Developer's estimated schedule of materials, unit quantities, and cost is set forth in Exhibit "B". Developer shall pay all of the costs of constructing and installing the Wastewater Collection Facilities, including, but not limited to, the costs of engineering, materials, labor, transportation, equipment, necessary permits and approvals, easements, testing, corrections, insurance and bonds. Developer's costs for the construction and installation of the Wastewater Collection Facilities shall be considered an advance in aid of construction and subject to refund in accordance with Paragraph V.1 of this Agreement.

2. Developer agrees that the completion of the Wastewater Collection Facilities will be timed so as to enable Utility to provide wastewater service to the Development, as such service is requested by Developer.

3. If requested by Utility, Developer shall "oversize" components of the Wastewater Collection Facilities as specified by Utility. Utility shall reimburse Developer for the differential amount by which the material prices of the oversized facilities exceed the actual material prices of the facilities prior to "oversizing". Payment for oversizing will be

made by Utility to Developer within thirty (30) days of written notice to Utility after Utility's Final Acceptance of said Wastewater Collection Facilities.

4. Developer shall obtain all requisite permits, easements, zoning and other approvals in advance of construction of the Wastewater Collection Facilities. All plans, specifications, construction and installation of the Wastewater Collection Facilities shall be in accordance with good utility practices; the rules, regulations and requirements of the Arizona Department of Environmental Quality; Utility's specifications and details, and the requirements of all other governmental agencies having jurisdiction thereover. Additionally, all of said plans and specifications shall have the written approval of Utility before construction is commenced. Approval by Utility will not be unreasonably withheld or delayed. Developer will submit said plans and specifications for the Wastewater Collection Facilities to Utility for review and approval, as well as preliminary plats, final plats, address maps and other items reasonably requested by Utility. Unless otherwise agreed, if Developer begins construction of any facilities before the required approvals have been obtained, such construction will be at Developer's sole risk and subject to repair, alteration or reconstruction at Developer's expense as directed by Utility or any regulatory agency.

5. Developer shall comply with the inspection and testing requirements of Utility for the Wastewater Collection Facilities; said requirements shall be reasonable and shall not cause Developer unwarranted delays in the ordinary course of construction. Utility's inspection and testing shall not be unreasonable withheld or delayed. Developer shall give Utility adequate notice when the Wastewater Collection Facilities under construction are ready for inspection and testing, and Utility shall inspect the same promptly after being so notified. No facility will be placed in service until inspected by Utility and Utility has issued its Operational Acceptance. Utility specifically reserves the right to withhold acceptance of the Wastewater Collection Facilities unless said facilities have been constructed in accordance with the approved plans and specifications and are satisfactory to Utility upon inspection and testing. Developer agrees that it will promptly correct all defects and deficiencies in construction, materials and workmanship upon request by Utility made subsequent to inspection by Utility and for one year following Utility's written Final Acceptance of the Wastewater Collection Facilities. Inspection and/or acceptance by Utility shall in no way relieve or limit the Developers' responsibility and liability for construction and installation of the Wastewater Collection Facilities in accordance with the terms of this Agreement.

6. The Wastewater Collection Facilities constructed pursuant to this Agreement shall become, upon

Operational Acceptance, and remain, the sole property of Utility without the requirement of any written document of transfer to Utility. However, Developer shall furnish any document pertaining to ownership and title as may be requested by Utility, including documents which evidence or confirm transfer of possession to Utility, and good and merchantable title free and clear of liens, or which contain provisions for satisfaction of liens by Developer. All risk or loss of the Wastewater Collection Facilities shall be with the Developer until written Operational Acceptance by Utility of the Wastewater Collection Facilities, or any portions thereof. Developer shall repair or cause to be repaired promptly, and at no cost to utility, all damage to the Wastewater Collection Facilities caused by the performance of construction activities by Developer and its contractors and subcontractors until all construction in Development by or for Developer has been completed and accepted by Utility. Developer acknowledges that Utility has the right to, and may in the future, connect its existing or future wastewater systems to the Wastewater Collection Facilities.

7. Developer shall, at no cost to Utility, grant or cause to be granted to Utility, perpetual non-exclusive rights-of-way and easements and obtain all necessary zoning and other governmental approvals as required, in a form satisfactory to Utility's counsel, for any Wastewater Collection Facilities constructed pursuant to this Agreement.

8. Developer shall, within thirty (30) days of Operational Acceptance of the Wastewater Collection Facilities, furnish Utility with: (a) copies of all bills, invoices and other statements of expenses incurred by Developer, covering all of the costs of materials, equipment, supplies, design and approval, permitting, construction and installation of the Wastewater Collection Facilities; (b) lien waivers and releases from contractors, subcontractors and vendors for materials, equipment, supplies and construction included in the Wastewater Collection Facilities; (c) receipts, specifying exact amount of payments in full by Developer to all contractors, subcontractors and vendors for all materials, equipment, supplies, labor and other costs of construction of the Wastewater Collection Facilities; (d) "as-built" drawings on 4-mil mylar, certified as to correctness by an engineer registered in the State of Arizona and showing the locations, materials, and respective sizes for all Wastewater Collection Facilities; and (e) CAD files of the construction drawings and final plat (if Development is a residential subdivision) in accordance with Utility's specifications.

V. Refunds

1. The cost of construction and installation of the Wastewater Collection Facilities, as evidenced by invoices furnished to Utility pursuant to Paragraph IV.8 hereof, to the extent that facilities have been constructed and costs have been paid for by Developer are subject to refund by Utility to Developer. Notwithstanding the foregoing,

Utility will not make refunds before the Wastewater Collection Facilities have received Operational Acceptance. Utility shall make refunds annually to Developer on or before August 31, for the preceding July 1 through June 30 period. The amount to be refunded annually shall be ten percent (10%) of Utility revenues (excluding all gross receipts taxes or sales taxes and all District, Municipal, County, State or Federally imposed regulatory assessments) derived from the provision of wastewater service to each consumer whose service line is connected to main lines covered by this Agreement. Refunds shall be payable for a period of five (5) years from the date of Utility's Operational Acceptance of the Wastewater Collection Facilities, but in no event shall the refunds paid to Developer exceed the total amounts paid by Developer as advances in aid of construction. Any balance remaining at the end of the fifth year (5 year) period shall become nonrefundable. No interest shall be paid on any amount advanced.

VI. General Provisions

1. Developer is hereby notified that the Commission has approved Utility's Wastewater Treatment Plant Availability Fee in the amount of \$500 per lot to defer its cost of constructing WWTP Facilities and Utility intends to apply this Fee to its CC&N filing to include said Development.

2. Upon execution of this Agreement, Builder will pay to Utility a plan-review fee equal to 4.84% of the total costs set forth on Exhibit B to compensate Utility for the cost of its coordination, reviews, inspections, testing, and approvals (including all related overhead costs, etc.) incurred by Utility under this Agreement. The 4.84% plan-review fee is deemed the final and reconciled costs for these services provided by Utility. Utility will credit toward the plan-review fee any previously paid deposits concerning the Distribution Facilities.

3. Prior to requesting wastewater service, Developer shall submit the Wastewater Treatment Plant Availability Fee to Utility. **All fee's due within 30 days of Operational acceptance or requesting service.** Utility has no obligation to provide wastewater service to a lot in said Development until the Wastewater Treatment Plant Availability Fee has been paid as provided in this paragraph.

4. Utility shall, upon Operational Acceptance of the Wastewater Collection Facilities, and payment of all fees required hereunder or by the terms of the then current and applicable tariffs of Utility, provide wastewater service to the Development in accordance with the rates, charges and conditions set forth in the tariffs of Utility as filed with the Commission. Utility has no obligation to provide wastewater service to a lot in said Development until Developer has paid all required fees.

5. Water for construction within the Development shall be made available only in quantities, which are in excess of quantities required for service to other customers connected to Utility's existing system. All water is expected to be metered, but if Developer requests to use unmetered water and if approved by Utility, water used for construction of water and wastewater facilities may be unmetered, in which case Utility will estimate, in accordance with Utility's standard procedures, the amount of unmetered water used and charge Developer for the water. Estimated and metered water used for the construction of water and sewer facilities or other facilities within the Development shall be billed by the Utility to Developer at the Utility's then current tariff rate. Utility reserves the right to estimate and bill Developer for all unauthorized unmetered water used for the Development. Utility may terminate this Agreement and wastewater service if unauthorized unmetered water use is continued after Developer receives a notice to cease the use of unauthorized unmetered water.

6. Utility shall use its reasonable best efforts to maintain satisfactory and continuous service, but does not guarantee a continuous supply of wastewater service. Utility shall not be liable for damages occasioned by interruptions or failure to commence service or unsatisfactory service or any act or failure to act arising out of this Agreement caused by an act of God or the public enemy, accident, fire, explosions, strikes, riots, war, delay in receiving shipments of required material, order of any court or judge granted in any bona fide adverse legal proceedings or action, or any order of any commission or tribunal having jurisdiction in the premises; or without limitation by the preceding enumeration, any other act or thing reasonably beyond its control or incident to interruptions necessary for repairs or changes in Utility's wastewater facilities.

7. The Developer will indemnify and hold Utility, its officers, directors, agents, and employees harmless from and against any and all claims, damages, costs and expenses, including penalties and assessments, attorneys' fees and court costs, to which they or any of them may be subjected by reason of injury, death, loss, claim, penalty, assessment or damage caused or contributed to by the active or passive negligence of Developer, its agents, servants, employees, contractors or subcontractors in the execution of the work or in connection therewith; and in case any suit or other proceeding shall be brought on account thereof, the Developer will assume the defense at the Developer's expense and will pay all judgments rendered therein. The foregoing indemnity does not cover any negligent or wrongful acts of Utility, its officers, directors, agents or employees.

8. The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall, nevertheless, be and remain in full force and effect.

9. Communications hereunder shall be sent to Developer addressed as follows:

Everglades Estates
Mr. Rafe Cohen
15060 Ventura blvd Suite #350
Sherman Oaks Ca., 91403

or to such other addresses or addressees as Developer may advise Utility in writing, and to Utility at:

Arizona-American Water Company
Attn: Director, Engineering
19820 N. 7th Street, Suite 201
Phoenix, Arizona 85024

or to such other addresses or addressees as Utility may advise Developer in writing.

10. It is agreed that Utility is not an agent for Developer and shall not incur any costs or expenses on behalf of Developer and that Developer is not an agent for Utility and shall not incur any costs or expenses on behalf of Utility.

11. This Agreement shall be governed by the laws of the State of Arizona and its performance shall be subject to such approvals of regulatory agencies as may be required under the laws of said State.

12. This Agreement represents the entire understanding between the parties with respect to the subject matter herein and those which are reasonably related; there are no oral or collateral agreements with respect thereto between the parties. All changes or amendments to this Agreement must be in writing and signed by the parties hereto.

13. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective legal representatives, successors and assigns. However, Developer shall not assign its rights, obligations and interest in this Agreement without the prior written consent of Utility, and any attempted assignment without such consent shall be void and of no effect.

14. Utility reserves the right to deem this Agreement null and void if construction of the Wastewater Collection Facilities has not started within one year from the date of this Agreement. If construction has not started construction within one year from the date of this Agreement, Developer may issue a written request to Utility for an extension of this Agreement. Utility's acceptance to said request for extension will not be unreasonably delayed. If

Utility deems this Agreement null and void, Utility will send written notice of cancellation of Agreement to Developer via certified mail to the address shown in Section VI.9.

15. Developer estimates a construction start date of 1st day July, 2005 and a construction completion date of 31st day December, 2009.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals, as of the day and year first above written.

Arizona-American Water Company,
an Arizona corporation

By: [Signature]
Robert J. Kuta
Vice President Service Delivery

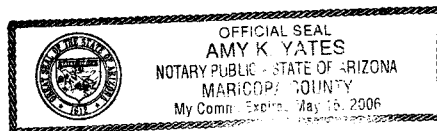
Everglades Estates LLP.

By: [Signature]
Rafe Cohen
General Partner

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 31ST day of May, 2005, by ~~Fredrick K. Schneider, P.E. Director, Engineering~~ of Arizona-American Water Company, an Arizona corporation, on behalf of the corporation. Robert J. Kuta, Vice President Service Delivery

[Signature]
Name
[Signature]
Title



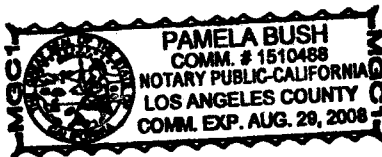
My Commission expires:

May 15, 2006

STATE OF ~~ARIZONA~~)
California)ss.
County of ~~Mohave~~)
Los Angeles

The foregoing instrument was acknowledged before me this 20TH day of May, 2005, by Rafe Cohen, General Partner of Everglades Estates LLP, on behalf of the partnership.

Pamela Bush
Name
Notary Public
Title



My Commission expires:

Aug. 29, 2008

Exhibit A

DESCRIPTION FOR: EVERGLADE ESTATES

A parcel of land located within the West half of the Northwest quarter of Section 36, Township 19 North, Range 22 West of the Gila and Salt River Meridian, Mohave County, Arizona and being more particularly described as follows:

Commencing at the West One-quarter Section Corner of said Section 36 and running thence, North $00^{\circ}28'31''$ East, along the West Line of said Section 36, a distance of 55.10 feet; thence, South $89^{\circ}31'29''$ East, 42.00 feet to the true POINT OF BEGINNING;

Thence, North $00^{\circ}28'31''$ East, along a line lying 42.00 feet East of and parallel with the West Line of said Section 36, a distance of 1598.61 feet;

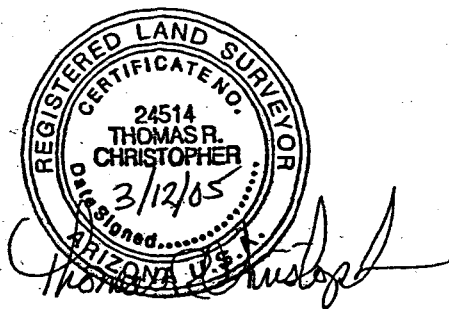
Thence, South $89^{\circ}37'02''$ East, 1282.63 feet to a point on the East boundary of the West half of the Northwest quarter of said Section 36;

Thence, South $00^{\circ}29'31''$ West, along the East boundary of the West half of the Northwest quarter of said Section 36, a distance of 1618.56 feet;

Thence, North $89^{\circ}37'16''$ West, along a line lying 35.00 feet North of and parallel with the South boundary of the West half of the Northwest quarter of said Section 36, a distance of 1262.13 feet to the point of curvature of a tangent curve to the right having a radius of 20.00 feet;

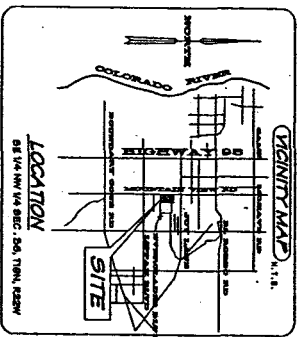
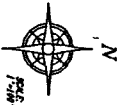
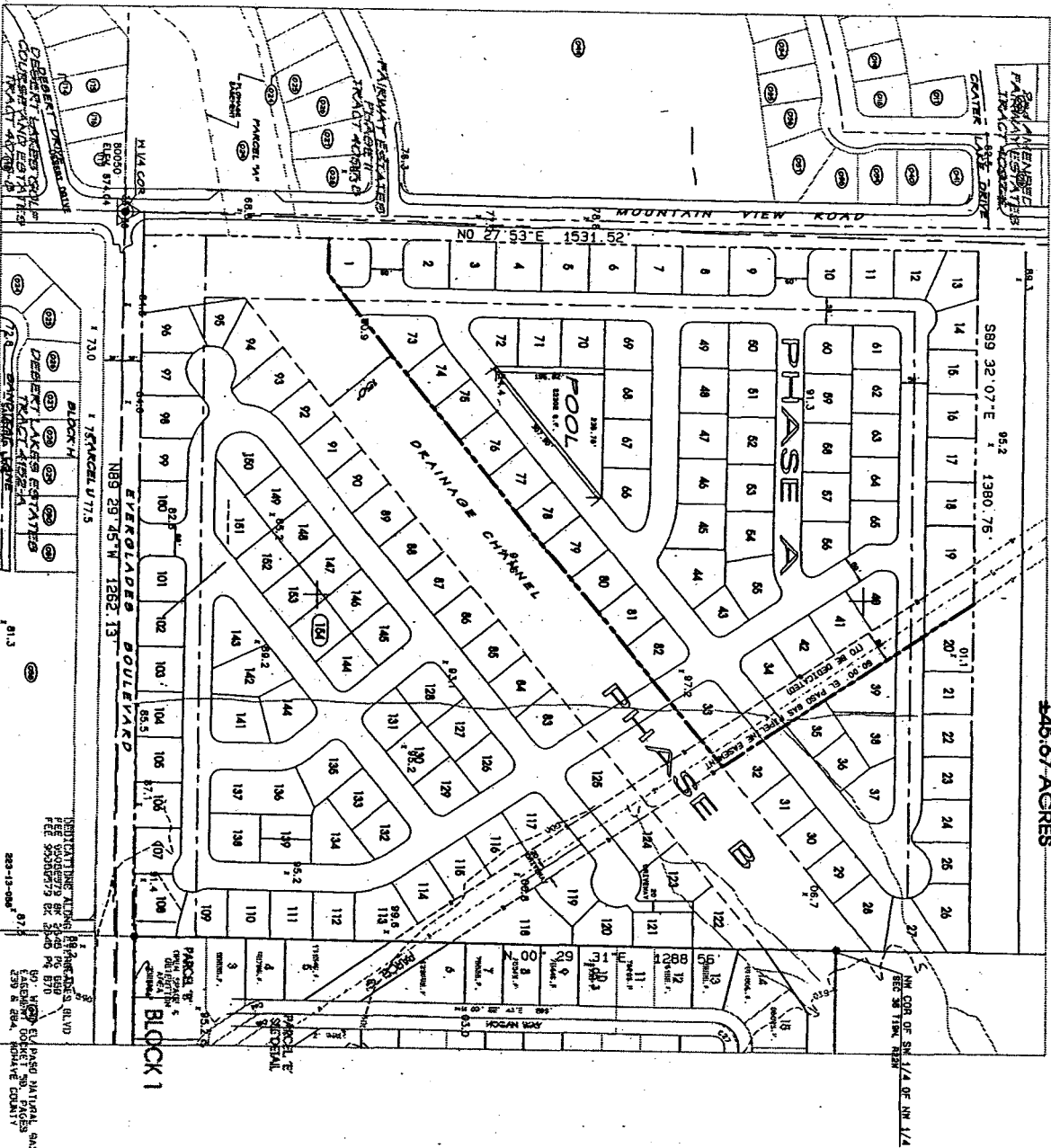
Thence, Northwesterly 31.45 feet, along the arc of said curve through a central angle of $90^{\circ}05'47''$ to the POINT OF BEGINNING.

The parcel of land herein described containing 47.65 acres, more or less.



CONCEPTUAL PLAN EVERGLADES ESTATES

A PORTION OF THE SE 1/4 OF THE NW 1/4 SECTION 36 T19N, R22W
OF THE GILA & SALT RIVER MERIDIAN MOHAVE COUNTY, ARIZONA
245.67 ACRES

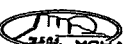


CONCEPTUAL PLAN

SHEET TITLE

PROJECT

UN-MADEK SUBDIVISION
A PORTION OF THE SE 1/4 OF THE NW 1/4 SECTION 36
T19N, R22W OF THE GILA & SALT RIVER MERIDIAN
MOHAVE COUNTY, ARIZONA

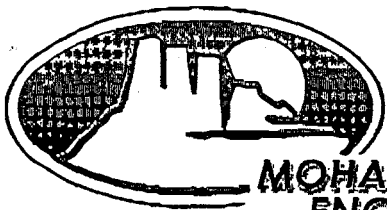


405 E. BEALE STREET
KINGMAN, ARIZONA 86401
(928) 733-2627

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DATE: 4/8/2005
BY: DLS
CHECKED: JLS
DATE: 4/8/2005
BY: JLS



**MOHAVE
ENGINEERING
ASSOCIATES, INC.**

Exhibit B

Peter J. Profitt, P.E.
President

Joseph R. Leedy, P.E.
Vice President / Engineering Manager

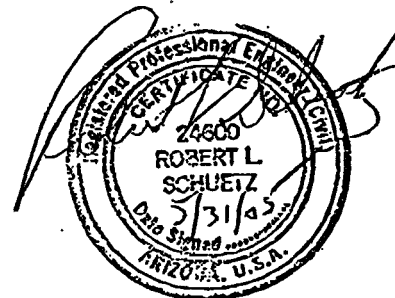
Thomas R. Christopher, R.L.S.
Vice President / Surveying Manager

*Preliminary Engineer's Cost Estimate
Everglades Estates
Job # 04-396*

May 31, 2005

Item Description	Quantity	Unit	Unit Price	Extension
Sewer Improvements				
1 8" PVC SDR 35 Sewer Line	8250	L.F.	\$18.00	\$148,500.00
2 8" Ductile Iron Sewer Line	0	L.F.	\$31.00	\$0.00
3. Sewer Cleanout	2	E.A.	\$405.00	\$810.00
4. 4' Dia. Sewer Manhole	26	E.A.	\$1,350.00	\$35,100.00
5. Sewer Service	154	E.A.	\$560.00	\$86,240.00
Total - Sewer Improvements				\$270,650.00
Total Estimated Construction Cost				\$270,650.00

THIS COST ESTIMATE IS BASED UPON THE BEST INFORMATION AVAILABLE.
ACTUAL CONSTRUCTION COST WILL BE AS BID BY THE CONTRACTORS FOR THIS PROJECT.
THIS PRELIMINARY COST ESTIMATE IS FOR UTILITY PROVIDERS.



PAGE 1 OF 1

**WASTEWATER FACILITIES
LINE EXTENSION AGREEMENT**

This Agreement is made this 31st day of May, 2005 by and between Arizona-American Water Company, an Arizona corporation (hereinafter referred to as "Utility"), with offices at 19820 North 7th Street, Phoenix, Arizona 85024 and Catania Corp., an Arizona corporation, (hereinafter referred to as "Developer") with offices at 1125 West Foothill Blvd., Azusa, CA. 91702

WITNESSETH

WHEREAS, Utility provides public utility wastewater service in portions of Mohave County, Arizona; and,

WHEREAS, Developer proposes to develop a single-family home subdivision totaling approximately 144 lots known as Twin Palms Estates Tract 4189A, (hereinafter referred to as "Development"), as described in Exhibit "A" attached hereto and incorporated herein by reference; and,

WHEREAS, Developer has requested Utility to provide wastewater service in said Development; and,

WHEREAS, to meet the public utility wastewater service needs of the Development, certain Wastewater Collection Facilities, as described in Exhibit "B", attached hereto and incorporated by reference, must be constructed; and,

WHEREAS, Utility is willing to have Developer design and construct said Wastewater Collection Facilities, subject, however, to Utility's approval of such design and construction; and,

WHEREAS, Utility is willing to apply to the Arizona Corporation Commission (hereinafter referred to as "Commission") for an expansion of Utility's current Certificate of Convenience and Necessity to include said Development; and,

WHEREAS, Utility and Developer must obtain certain regulatory approvals before wastewater facilities can be constructed and wastewater service provided to the Development.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

Definitions

1. For the purpose of this Agreement, unless context requires otherwise, these terms shall be defined as follows:

- (a) "Agreement" means this Agreement, including all exhibits, amendments and addenda.

Initial Km

- (b) "Developer" means Catania Corp., its successors and assigns.
- (c) "Utility" means Arizona-American Water Company, an Arizona corporation, its successors and assigns.
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- (g) "Master Plan" means the approved sewer master plan report submitted to Utility by Developer's Engineer, showing sizes and approximate locations of on-site and off-site Collection Facilities to be constructed to allow Utility to provide sewer service to the subdivision.

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2. Developer shall obtain an Arizona Department of Environmental Quality (ADEQ) Certificate of Approval to Construct, all required zoning clearances, construction permits and similar authorizations from regulatory agencies and other governmental agencies for all facilities to be constructed by Developer hereunder.
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4. Upon execution of this Agreement, Utility will, in a timely manner, submit an application to the

Commission for an extension of its certificate of convenience and necessity ("CC&N") to include the area in which the Development is located. Developer agrees to provide Utility all information that may be required for the application. After the filing of the application, Utility will diligently pursue Commission approval of the application. Upon approval of the CC&N, Utility will provide wastewater service to the Development in accordance with the terms and conditions of this Agreement.

III. Master Plan

1. Developer has caused a Master Plan to be prepared for Development that shows the locations and sizing of all Collection Facilities required to provide public utility sewer service to the Development. Any amendments to the Master Plan must be approved in writing by Utility. Once the Master Plan and any amendments have been approved by the Utility, they will be incorporated herein and made a part of this agreement as if set out in full herein.

IV. Wastewater Collection Facilities

1. Developer shall design, construct and install, or cause to be designed, constructed or installed, all Wastewater Collection Facilities necessary to provide adequate wastewater service to the Development. Developer's estimated schedule of materials, unit quantities, and cost is set forth in Exhibit "B". Developer shall pay all of the costs of constructing and installing the Wastewater Collection Facilities, including, but not limited to, the costs of engineering, materials, labor, transportation, equipment, necessary permits and approvals, easements, testing, corrections, insurance and bonds. Developer's costs for the construction and installation of the Wastewater Collection Facilities shall be considered an advance in aid of construction and subject to refund in accordance with Paragraph V.1 of this Agreement.

2. Developer agrees that the completion of the Wastewater Collection Facilities will be timed so as to enable Utility to provide wastewater service to the Development, as such service is requested by Developer.

3. If requested by Utility, Developer shall "oversize" components of the Wastewater Collection Facilities as specified by Utility. Utility shall reimburse Developer for the differential amount by which the material prices of the oversized facilities exceed the actual material prices of the facilities prior to "oversizing". Payment for oversizing will be made by Utility to Developer within thirty (30) days of written notice to Utility after Utility's Final Acceptance of said Wastewater Collection Facilities.

4. Developer shall obtain all requisite permits, easements, zoning and other approvals in advance of construction of the Wastewater Collection Facilities. All plans, specifications, construction and installation of the Wastewater Collection Facilities shall be in accordance with good utility practices; the rules, regulations and requirements

of the Arizona Department of Environmental Quality; Utility's specifications and details, and the requirements of all other governmental agencies having jurisdiction thereover. Additionally, all of said plans and specifications shall have the written approval of Utility before construction is commenced. Approval by Utility will not be unreasonably withheld or delayed. Developer will submit said plans and specifications for the Wastewater Collection Facilities to Utility for review and approval, as well as preliminary plats, final plats, address maps and other items reasonably requested by Utility. Unless otherwise agreed, if Developer begins construction of any facilities before the required approvals have been obtained, such construction will be at Developer's sole risk and subject to repair, alteration or reconstruction at Developer's expense as directed by Utility or any regulatory agency.

5. Developer shall comply with the inspection and testing requirements of Utility for the Wastewater Collection Facilities; said requirements shall be reasonable and shall not cause Developer unwarranted delays in the ordinary course of construction. Utility's inspection and testing shall not be unreasonable withheld or delayed. Developer shall give Utility adequate notice when the Wastewater Collection Facilities under construction are ready for inspection and testing, and Utility shall inspect the same promptly after being so notified. No facility will be placed in service until inspected by Utility and Utility has issued its Operational Acceptance. Utility specifically reserves the right to withhold acceptance of the Wastewater Collection Facilities unless said facilities have been constructed in accordance with the approved plans and specifications and are satisfactory to Utility upon inspection and testing. Developer agrees that it will promptly correct all defects and deficiencies in construction, materials and workmanship upon request by Utility made subsequent to inspection by Utility and for one year following Utility's written Final Acceptance of the Wastewater Collection Facilities. Inspection and/or acceptance by Utility shall in no way relieve or limit the Developers' responsibility and liability for construction and installation of the Wastewater Collection Facilities in accordance with the terms of this Agreement.

6. The Wastewater Collection Facilities constructed pursuant to this Agreement shall become, upon Operational Acceptance, and remain, the sole property of Utility without the requirement of any written document of transfer to Utility. However, Developer shall furnish any document pertaining to ownership and title as may be requested by Utility, including documents which evidence or confirm transfer of possession to Utility, and good and merchantable title free and clear of liens, or which contain provisions for satisfaction of liens by Developer. All risk or loss of the Wastewater Collection Facilities shall be with the Developer until written Operational Acceptance by Utility of the Wastewater Collection Facilities, or any portions thereof. Developer shall repair or cause to be repaired promptly, and at

no cost to utility, all damage to the Wastewater Collection Facilities caused by the performance of construction activities by Developer and its contractors and subcontractors until all construction in Development by or for Developer has been completed and accepted by Utility. Developer acknowledges that Utility has the right to, and may in the future, connect its existing or future wastewater systems to the Wastewater Collection Facilities.

7. Developer shall, at no cost to Utility, grant or cause to be granted to Utility, perpetual non-exclusive rights-of-way and easements and obtain all necessary zoning and other governmental approvals as required, in a form satisfactory to Utility's counsel, for any Wastewater Collection Facilities constructed pursuant to this Agreement.

8. Developer shall, within thirty (30) days of Operational Acceptance of the Wastewater Collection Facilities, furnish Utility with: (a) copies of all bills, invoices and other statements of expenses incurred by Developer, covering all of the costs of materials, equipment, supplies, design and approval, permitting, construction and installation of the Wastewater Collection Facilities; (b) lien waivers and releases from contractors, subcontractors and vendors for materials, equipment, supplies and construction included in the Wastewater Collection Facilities; (c) receipts, specifying exact amount of payments in full by Developer to all contractors, subcontractors and vendors for all materials, equipment, supplies, labor and other costs of construction of the Wastewater Collection Facilities; (d) "as-built" drawings on 4-mil mylar, certified as to correctness by an engineer registered in the State of Arizona and showing the locations, materials, and respective sizes for all Wastewater Collection Facilities; and (e) CAD files of the construction drawings and final plat (if Development is a residential subdivision) in accordance with Utility's specifications.

V. Refunds

1. The cost of construction and installation of the Wastewater Collection Facilities, as evidenced by invoices furnished to Utility pursuant to Paragraph IV.8 hereof, to the extent that facilities have been constructed and costs have been paid for by Developer are subject to refund by Utility to Developer. Notwithstanding the foregoing, Utility will not make refunds before the Wastewater Collection Facilities have received Operational Acceptance. Utility shall make refunds annually to Developer on or before August 31, for the preceding July 1 through June 30 period. The amount to be refunded annually shall be ten percent (10%) of Utility revenues (excluding all gross receipts taxes or sales taxes and all District, Municipal, County, State or Federally imposed regulatory assessments) derived from the provision of wastewater service to each consumer whose service line is connected to main lines covered by this Agreement. Refunds shall be payable for a period of five (5) years from the date of Utility's Operational Acceptance of the Wastewater Collection Facilities, but in no event shall the refunds paid to Developer exceed the total amounts paid by Developer as advances in

aid of construction. Any balance remaining at the end of the fifth year (5 year) period shall become nonrefundable. No interest shall be paid on any amount advanced.

VI. General Provisions

1. Developer is hereby notified that the Commission has approved Utility's Wastewater Treatment Plant Availability Fee in the amount of \$500 per lot to defer its cost of constructing WWTP Facilities and Utility intends to apply this Fee to its CC&N filing to include said Development.

2. Upon execution of this Agreement, Builder will pay to Utility a plan-review fee equal to 4.84% of the total costs set forth on Exhibit B to compensate Utility for the cost of its coordination, reviews, inspections, testing, and approvals (including all related overhead costs, etc.) incurred by Utility under this Agreement. The 4.84% plan-review fee is deemed the final and reconciled costs for these services provided by Utility. Utility will credit toward the plan-review fee any previously paid deposits concerning the Distribution Facilities.

3. Prior to requesting wastewater service, Developer shall submit the Wastewater Treatment Plant Availability Fee to Utility. **All fee's due within 30 days of Operational acceptance or requesting service.** Utility has no obligation to provide wastewater service to a lot in said Development until the Wastewater Treatment Plant Availability Fee has been paid as provided in this paragraph.

4. Utility shall, upon Operational Acceptance of the Wastewater Collection Facilities, and payment of all fees required hereunder or by the terms of the then current and applicable tariffs of Utility, provide wastewater service to the Development in accordance with the rates, charges and conditions set forth in the tariffs of Utility as filed with the Commission. Utility has no obligation to provide wastewater service to a lot in said Development until Developer has paid all required fees.

5. Water for construction within the Development shall be made available only in quantities, which are in excess of quantities required for service to other customers connected to Utility's existing system. All water is expected to be metered, but if Developer requests to use unmetered water and if approved by Utility, water used for construction of water and wastewater facilities may be unmetered, in which case Utility will estimate, in accordance with Utility's standard procedures, the amount of unmetered water used and charge Developer for the water. Estimated and metered water used for the construction of water and sewer facilities or other facilities within the Development shall be billed by the Utility to Developer at the Utility's then current tariff rate. Utility reserves the right to estimate and bill Developer for all unauthorized unmetered water used for the Development. Utility may terminate this Agreement and wastewater service if

unauthorized unmetered water use is continued after Developer receives a notice to cease the use of unauthorized unmetered water.

6. Utility shall use its reasonable best efforts to maintain satisfactory and continuous service, but does not guarantee a continuous supply of wastewater service. Utility shall not be liable for damages occasioned by interruptions or failure to commence service or unsatisfactory service or any act or failure to act arising out of this Agreement caused by an act of God or the public enemy, accident, fire, explosions, strikes, riots, war, delay in receiving shipments of required material, order of any court or judge granted in any bona fide adverse legal proceedings or action, or any order of any commission or tribunal having jurisdiction in the premises; or without limitation by the preceding enumeration, any other act or thing reasonably beyond its control or incident to interruptions necessary for repairs or changes in Utility's wastewater facilities.

7. The Developer will indemnify and hold Utility, its officers, directors, agents, and employees harmless from and against any and all claims, damages, costs and expenses, including penalties and assessments, attorneys' fees and court costs, to which they or any of them may be subjected by reason of injury, death, loss, claim, penalty, assessment or damage caused or contributed to by the active or passive negligence of Developer, its agents, servants, employees, contractors or subcontractors in the execution of the work or in connection therewith; and in case any suit or other proceeding shall be brought on account thereof, the Developer will assume the defense at the Developer's expense and will pay all judgments rendered therein. The foregoing indemnity does not cover any negligent or wrongful acts of Utility, its officers, directors, agents or employees.

8. The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall, nevertheless, be and remain in full force and effect.

9. Communications hereunder shall be sent to Developer addressed as follows:

Catania Corp.
Mr. Philip Catania
1125 West Foothill Blvd.
Azusa, CA 91702

or to such other addresses or addressees as Developer may advise Utility in writing, and to Utility at:

Arizona-American Water Company
Attn: Director, Engineering
19820 N. 7th Street, Suite 201
Phoenix, Arizona 85024

or to such other addresses or addressees as Utility may advise Developer in writing.

10. It is agreed that Utility is not an agent for Developer and shall not incur any costs or expenses on behalf of Developer and that Developer is not an agent for Utility and shall not incur any costs or expenses on behalf of Utility.

11. This Agreement shall be governed by the laws of the State of Arizona and its performance shall be subject to such approvals of regulatory agencies as may be required under the laws of said State.

12. This Agreement represents the entire understanding between the parties with respect to the subject matter herein and those which are reasonably related; there are no oral or collateral agreements with respect thereto between the parties. All changes or amendments to this Agreement must be in writing and signed by the parties hereto.

13. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective legal representatives, successors and assigns. However, Developer shall not assign its rights, obligations and interest in this Agreement without the prior written consent of Utility, and any attempted assignment without such consent shall be void and of no effect.

14. Utility reserves the right to deem this Agreement null and void if construction of the Wastewater Collection Facilities has not started within one year from the date of this Agreement. If construction has not started within one year from the date of this Agreement, Developer may issue a written request to Utility for an extension of this Agreement. Utility's acceptance to said request for extension will not be unreasonably delayed. If Utility deems this Agreement null and void, Utility will send written notice of cancellation of Agreement to Developer via certified mail to the address shown in Section VI.9.

15. Developer estimates a construction start date of 20th day JUNE, 2005 and a construction completion date of 20th day JUNE, 2006.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals, as of the day and year first above written.

Arizona-American Water Company,
an Arizona corporation

By: [Signature]
Robert J. Kuta
Vice President Service Delivery

Catania Corp.,
an Arizona corporation

By: [Signature]
Philip Catania
President

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 31st day of MAY, 2005, by Fredrick K. Schneider, P.E. Director, Engineering of Arizona-American Water Company, an Arizona corporation, on behalf of the corporation. Robert J. Kuta, Vice President Service Delivery

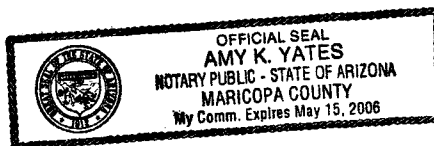
Name

Title

My Commission expires:

MAY 15, 2006

CALIFORNIA
STATE OF ~~ARIZONA~~)
)ss.
County of ~~Mohave~~ Los Angeles)



The foregoing instrument was acknowledged before me this 24th day of MAY, 2005, by Philip Catania, President of Catania Corp., an Arizona corporation, on behalf of the corporation.

Name

Title

My Commission expires:

Dec 9, 2008

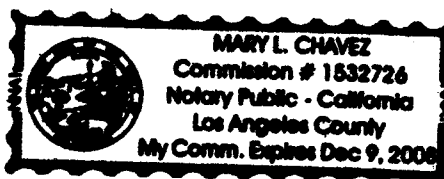


Exhibit A

DESCRIPTION FOR TWIN PALM ESTATES SUBDIVISION TRACT 4189 A

A parcel of land located within the Southeast quarter of the Northwest quarter of Section 36, Township 19 North, Range 22 West of the Gila and Salt River Meridian, Mohave County, Arizona and being more particularly described as follows:

Commencing at the Northwest Section Corner of said Section 36 and running thence, South 89°36'48" East, along the North Line of said Section 36, a distance of 1324.93 feet to a point being the Northwest corner of the East half of the Northwest quarter of said Section 36; thence, South 00°29'31" West, along the West boundary of the East half of the Northwest quarter of said Section 36, a distance of 1720.88 feet to the true POINT OF BEGINNING;

Thence, South 89°37'16" East, 160.58 feet;

Thence, South 00°22'44" West, 24.94 feet;

Thence, South 89°37'16" East, 1054.00 feet;

Thence, South 00°22'44" West, 12.70 feet;

Thence, South 89°37'16" East, 109.75 feet to a point on the East boundary of the Northwest quarter of said Section 36;

Thence, South 00°30'32" West, along last said East boundary, a distance of 818.60 feet to a point on the North Right-of-way boundary of Everglades Boulevard, said point being on a curve concave to the Southeast, the radius point of which bears South 00°22'34" East, 330.00 feet;

Thence, Southwesterly 111.00 feet, along the arc of said curve through a central angle of 19°16'23" to the point of tangent of said curve;

Thence, South 71°06'11" West, 5.83 feet to a point of curvature of a tangent curve to the right having a radius of 260.00 feet;

Thence, Southwesterly 87.47 feet, along the arc of last said curve through a central angle of 19°16'33" to the point of tangent of last said curve;

Thence, North 89°37'16" West, along the North boundary of Everglades Boulevard, a distance of 1123.98 feet to a point on the West boundary of the Southeast quarter of the Northwest quarter of said Section 36;

Thence, North 00°29'31" East along the West boundary of the Southeast quarter of the Northwest quarter of said Section 36, a distance of 891.24 feet to the POINT OF BEGINNING.

The parcel of land herein described containing 26.31 acres, more or less.

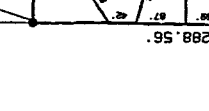
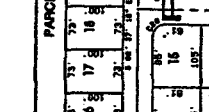
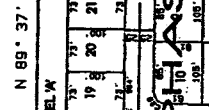
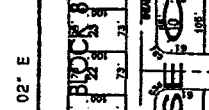
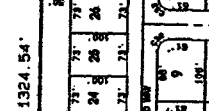
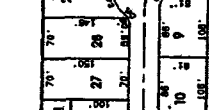
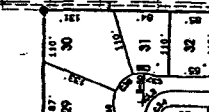
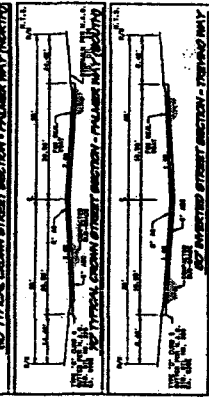
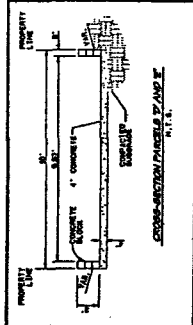
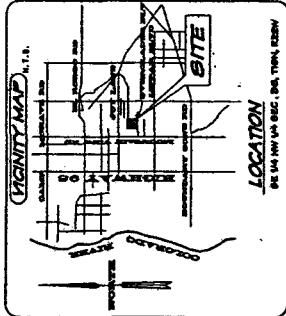
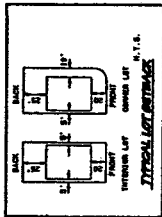
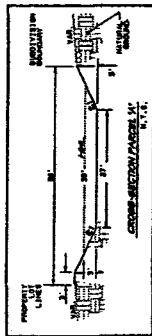
TWINPALM.DOC



PRELIMINARY PLAT TWIN PALMS ESTATES SUBDIVISION TRACT 4189

A PORTION OF THE SE 1/4 OF THE NW 1/4 SECTION 36 T19N, R22W
OF THE GILA & SALT RIVER MERIDIAN MOHAVE COUNTY, ARIZONA

±39.09 ACRES



SITE PLAN NOTES

- 1. ALL LOTS ARE TO BE CONVEYED TO THE BUYER BY DEED.
- 2. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- 3. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES.
- 4. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.
- 5. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LEGAL COUNSEL.
- 6. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FINANCIAL ASSISTANCE.
- 7. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TAX ASSISTANCE.
- 8. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SOCIAL ASSISTANCE.
- 9. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CULTURAL ASSISTANCE.
- 10. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENVIRONMENTAL ASSISTANCE.

FLOOD STATEMENT

THE SUBDIVISION IS NOT IN A FLOOD HAZARD AREA AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM.

UTILITY PROVIDERS

- WATER: MOHAVE WATER CO.
- SEWER: MOHAVE SEWER CO.
- GAS: MOHAVE GAS CO.
- ELECTRICITY: MOHAVE ELECTRIC CO.
- TELEPHONE: MOHAVE TELEPHONE CO.
- CABLE: MOHAVE CABLE CO.
- POST OFFICE: MOHAVE POST OFFICE.
- LIBRARY: MOHAVE LIBRARY.
- CLUB: MOHAVE CLUB.
- RECREATION: MOHAVE RECREATION.
- EDUCATION: MOHAVE EDUCATION.
- HEALTHCARE: MOHAVE HEALTHCARE.
- RELIGION: MOHAVE RELIGION.
- ARTS: MOHAVE ARTS.
- SCIENCE: MOHAVE SCIENCE.
- TECHNOLOGY: MOHAVE TECHNOLOGY.
- ENVIRONMENT: MOHAVE ENVIRONMENT.
- CULTURE: MOHAVE CULTURE.
- HERITAGE: MOHAVE HERITAGE.
- TRADITION: MOHAVE TRADITION.
- VALUES: MOHAVE VALUES.
- ETHICS: MOHAVE ETHICS.
- MORALS: MOHAVE MORALS.
- PRINCIPLES: MOHAVE PRINCIPLES.
- CONCEPTS: MOHAVE CONCEPTS.
- THEORIES: MOHAVE THEORIES.
- MODELS: MOHAVE MODELS.
- SYSTEMS: MOHAVE SYSTEMS.
- STRUCTURES: MOHAVE STRUCTURES.
- ORGANIZATIONS: MOHAVE ORGANIZATIONS.
- INSTITUTIONS: MOHAVE INSTITUTIONS.
- AGENCIES: MOHAVE AGENCIES.
- DEPARTMENTS: MOHAVE DEPARTMENTS.
- OFFICES: MOHAVE OFFICES.
- BOARDS: MOHAVE BOARDS.
- COMMISSIONS: MOHAVE COMMISSIONS.
- COUNCILS: MOHAVE COUNCILS.
- ASSEMBLIES: MOHAVE ASSEMBLIES.
- COURTS: MOHAVE COURTS.
- JUDICIALS: MOHAVE JUDICIALS.
- LEGISLATURES: MOHAVE LEGISLATURES.
- EXECUTIVES: MOHAVE EXECUTIVES.
- MANAGERS: MOHAVE MANAGERS.
- ADMINISTRATORS: MOHAVE ADMINISTRATORS.
- OPERATIONS: MOHAVE OPERATIONS.
- MAINTENANCE: MOHAVE MAINTENANCE.
- REPAIRS: MOHAVE REPAIRS.
- REPLACEMENTS: MOHAVE REPLACEMENTS.
- UPDATES: MOHAVE UPDATES.
- IMPROVEMENTS: MOHAVE IMPROVEMENTS.
- MODIFICATIONS: MOHAVE MODIFICATIONS.
- ALTERATIONS: MOHAVE ALTERATIONS.
- ADJUSTMENTS: MOHAVE ADJUSTMENTS.
- CORRECTIONS: MOHAVE CORRECTIONS.
- REVISIONS: MOHAVE REVISIONS.
- EDITS: MOHAVE EDITS.
- DELETIONS: MOHAVE DELETIONS.
- INSERTIONS: MOHAVE INSERTIONS.
- MOVES: MOHAVE MOVES.
- COPIES: MOHAVE COPIES.
- PRINTS: MOHAVE PRINTS.
- REPRODUCTIONS: MOHAVE REPRODUCTIONS.
- DUPES: MOHAVE DUPES.
- CLONES: MOHAVE CLONES.
- IMITATIONS: MOHAVE IMITATIONS.
- COPYCATS: MOHAVE COPYCATS.
- REPLICAS: MOHAVE REPLICAS.
- DUPLICATES: MOHAVE DUPLICATES.
- COPIES: MOHAVE COPIES.
- PRINTS: MOHAVE PRINTS.
- REPRODUCTIONS: MOHAVE REPRODUCTIONS.
- DUPES: MOHAVE DUPES.
- CLONES: MOHAVE CLONES.
- IMITATIONS: MOHAVE IMITATIONS.
- COPYCATS: MOHAVE COPYCATS.
- REPLICAS: MOHAVE REPLICAS.
- DUPLICATES: MOHAVE DUPLICATES.

OWNER/SUBDIVIDER

MOHAVE ENGINEERING ASSOCIATES, INC.

ENGINEER/SURVEYOR

MOHAVE ENGINEERING ASSOCIATES, INC.

BENCHMARKS

NO BENCHMARKS WERE FOUND.

LEGEND

SEE PLAN FOR DETAILS.

PHASE

PHASE 1

PHASE 2

PHASE 3

PHASE 4

PHASE 5

PHASE 6

PHASE 7

PHASE 8

PHASE 9

PHASE 10

PHASE 11

PHASE 12

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PHASE 20

LOT CURVE DATA

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ADJACENT PROPERTY OWNERS

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STREET NAMES

JOY LANE

SHOOTAWAY ROAD

EVERGLADES BLVD

MOUNTAIN VIEW RD

TRACT 4018-A

TRACT 4018-B

TRACT 4018-C

TRACT 4018-D

TRACT 4018-E

TRACT 4018-F

TRACT 4018-G

TRACT 4018-H

TRACT 4018-I

TRACT 4018-J

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TRACT 4018-M

TRACT 4018-N

TRACT 4018-O

TRACT 4018-P

ADJACENT PROPERTY OWNERS

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TRACT 4018-P

ADJACENT PROPERTY OWNERS

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STREET NAMES

JOY LANE

SHOOTAWAY ROAD

EVERGLADES BLVD

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TRACT 4018-A

TRACT 4018-B

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TRACT 4018-D

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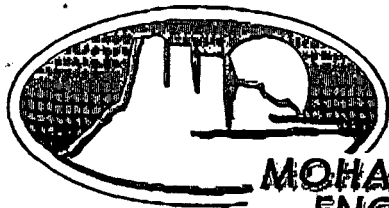
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**MOHAVE
ENGINEERING
ASSOCIATES, INC.**

Exhibit B

Peter J. Profitt, P.E.
President

Joseph R. Leedy, P.E.
Vice President / Engineering Manager

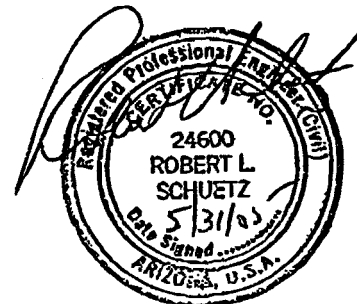
Thomas R. Christopher, R.L.S.
Vice President / Surveying Manager

*Preliminary Engineer's Cost Estimate
Twin Palms Estates Tract 4189
Job # 04-150*

May 31, 2005

Item Description	Quantity	Unit	Unit Price	Extension
Sewer Improvements				
1 8" PVC SDR 35 Sewer Line	7149	L.F.	\$18.00	\$128,682.00
2 8" Ductile Iron Sewer Line	0	L.F.	\$31.00	\$0.00
3. Sewer Cleanout	5	EA.	\$405.00	\$2,025.00
4. 4' Dia. Sewer Manhole	21	EA.	\$1,350.00	\$28,350.00
5. Sewer Service	144	EA.	\$560.00	\$80,640.00
Total - Sewer Improvements				\$239,697.00
Total Estimated Construction Cost				\$239,697.00

THIS COST ESTIMATE IS BASED UPON THE BEST INFORMATION AVAILABLE.
ACTUAL CONSTRUCTION COST WILL BE AS BID BY THE CONTRACTORS FOR THIS PROJECT.
THIS PRELIMINARY COST ESTIMATE IS FOR UTILITY PROVIDERS.



PAGE 1 OF 1

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